

CITY COUNCIL REPORT



Meeting Date: **August 20, 2013**
 General Plan Element: **Public Services & Facilities**
 General Plan Goal: **Partner with other jurisdictions and agencies**

ACTIONS

Adopt Resolution 9511 authorizing Intergovernmental Agreement No. 2013-141-COS with Maricopa County and the State of Arizona, Department of Public Safety for the installation and operation of municipal and public safety radio communications on the County property on Thompson Peak.

BACKGROUND

The City's public safety radio communications network and the water department have the opportunity to install and operate microwave dishes and SCADA telemetry antennas on a newly constructed tower on Thompson Peak. The tower and new communications building – built on Maricopa County property – were completed in May 2012 through a joint project between the State of Arizona Department of Public Safety (ADPS) and the City of Mesa.

The microwave dishes will provide additional communications paths for the City's internal communications network, including the public safety radio sites and major City facilities. The SCADA antennas will provide the water department with a "high" site that will provide improved radio communications to water pump stations, booster stations, and well sites.

The City has been interested in locating microwave and radio communications on Thompson Peak for several years, however, the two original radio towers were at capacity. This new tower and equipment building provides the City with a unique opportunity to leverage the benefits of being on Thompson Peak and the line-of-sight benefits for radio communications technologies.

ANALYSIS & ASSESSMENT

This 3-way Intergovernmental Agreement serves as the Site-Specific Supplemental Agreement (SSSA) for the City's municipal and public safety radio communications on the ADPS site that is located on Maricopa County's property on Thompson Peak. The SSSA allows the City to continue its use of the County tower and equipment shelter for the City water department's SCADA telemetry communications system, and approves the City's use of the ADPS tower and equipment shelter at this County property for the City's antennas and radio equipment.

The City has entered into “Master” IGAs with the County and with the State/ADPS:

- 1) Intergovernmental Agreement No. 2012-191-COS, approved by City Council on December 4, 2012, with Maricopa County is the master agreement between the City and Maricopa County for the installation and operation of the City’s public safety radio communications on County properties and for the installation and operation of the County’s public safety radio communications equipment on City properties.
- 2) Intergovernmental Agreement No. 2013-042-COS, approved by Council on April 9, 2013, with the State of Arizona, Department of Public Safety (ADPS) is the master agreement for the installation and operation of municipal and public safety radio communications equipment at ADPS radio locations across Arizona. The IGA with ADPS allows the City to install and operate antennas on ADPS towers and to install and operate the associated radio equipment in the ADPS equipment shelters.

Recent Staff Action

The City’s IT Department and radio communications team have been working closely with ADPS and the Regional Wireless Cooperative to fulfill the City’s need to install microwave dishes and SCADA antennas on Thompson Peak. The monthly cost of \$60.50 (sixty dollars and fifty cents) for each microwave dish or antenna includes mounting space on the tower for the microwave dishes and radio antennas, as well as the space and electricity in the communications building for the electronic equipment. The agreement includes the ability for ADPS to provide technical and radio services support for the City’s radio equipment.

Policy Implications

The City has a long standing working relationship with Maricopa County on Thompson Peak as evidenced by the original lease agreement for the City’s use of the County’s radio site on Thompson Peak executed in October 1982. The IGA with Maricopa County (2012-191-COS) is an updated agreement for the City and County to continue this cooperative relationship and to expand the radio communications coverage in the region.

The IGA is the first Agreement between the City and ADPS for use of an ADPS radio tower communications site. The co-location of City radio communications equipment serves a public purpose by improving the City’s ability to wirelessly communicate with City campus locations and numerous water and public safety radio sites.

The Agreement is valid for a period of one (1) year and is **automatically renewed** unless canceled by either party upon written notice thirty (30) days prior to expiration of the Agreement.

RESOURCE IMPACTS

Available funding

The monthly cost for the microwave dishes and antennas are included in the IT Department's FY2013-2014 operating budget; the projected first year operating costs is estimated to be \$2,200 (two thousand two hundred dollars and 00/100).

Staffing, Workload Impact

The IT Department's radio engineering staff is prepared to include the additional work that is required to project manage the installation of the microwave and radio equipment and to perform ongoing routine maintenance and repair of the equipment. The IGAs provide the City the ability to utilize County and ADPS technical and radio services personnel, if needed, to assist with the ongoing operation of the City's radio equipment.

Maintenance Requirements

In addition to the City IT Department's radio engineering staff, the County's Wireless Division, and the ADPS's Wireless System Bureau have technicians that may conduct some of the maintenance and repair work on the City's radio communications equipment.

Future Budget Implications

The estimated annual costs for the City's use of the tower, equipment shelter and ongoing maintenance will be included in the IT Department's future annual operating budgets.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution 9511 authorizing Intergovernmental Agreement No. 2013-141-COS with Maricopa County and the State of Arizona, Department of Public Safety for the installation and operation of municipal and public safety radio communications equipment on the County property on Thompson Peak.

Proposed Next Steps

The IT Department's radio engineering staff will finalize the microwave radio design and order the microwave and radio equipment necessary for the operation of the radio services.

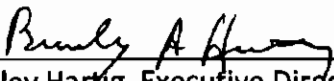
RESPONSIBLE DEPARTMENT(S)

Information Technology and Police Department

STAFF CONTACTS (S)

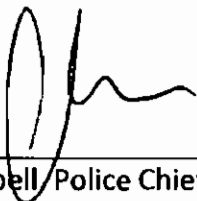
Shannon Tolle, Communications Director (480) 312-7631

APPROVED BY



Bradley Hartig, Executive Director – IT Department
(480) 312-7615, bhartig@scottsdaleaz.gov

Date 8/2/2013



Alan Rodbell, Police Chief
(480) 312-1900, arodbell@scottsdaleaz.gov

Date Aug. 2, 2013

ATTACHMENTS

1. Resolution 9511
2. Intergovernmental Agreement 2013-141-COS

RESOLUTION NO. 9511

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT NO. 2013-141-COS BETWEEN THE CITY OF SCOTTSDALE, MARICOPA COUNTY, AND ARIZONA DEPARTMENT OF PUBLIC SAFETY (ADPS) FOR THE ESTABLISHMENT OF A MODERN AND RELIABLE PUBLIC SAFETY RADIO COMMUNICATIONS SYSTEM FOR SCOTTSDALE ON THOMPSON PEAK.

The County is the landowner of several public safety radio communications sites in Maricopa County, including the County radio site on Thompson Peak; and

The ADPS has a public safety radio communications site on Thompson Peak that the City desires to use in order to improve the City's public safety and municipal radio communications; and

The City, County, and AZDPS agree to the terms in the site-specific supplemental agreements ("SSSA") for the installation and maintenance of the City's Public Safety Radio Communication Systems on the AZDPS site on Thompson Peak.

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor is authorized and directed to execute Intergovernmental Agreement No. 2013-141-COS with Maricopa County and AZDPS for the establishment of a modern and reliable public safety radio communications system for Scottsdale on Thompson Peak.

PASSED AND ADOPTED by the Council of the City of Scottsdale the 20th day of August, 2013.

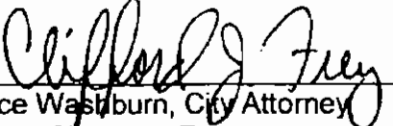
ATTEST:

CITY OF SCOTTSDALE
An Arizona municipal corporation

Carolyn Jagger, City Clerk

W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney
By: Clifford J. Frey
Senior Assistant City Attorney

MARICOPA COUNTY Agreement Number C-18-13-015-3-00

AZDPS Contract Number 2012-254-S1

AG Contract Number P0012013000099

**SITE-SPECIFIC SUPPLEMENTAL AGREEMENT
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF MARICOPA,
THE STATE OF ARIZONA, DEPARTMENT OF PUBLIC SAFETY
AND
THE CITY OF SCOTTSDALE**

This Site Specific Supplemental Agreement ("SSSA") is entered into this day of _____ 2013, by and between the State of Arizona, Department of Public Safety, a branch of the Arizona state government ("AZDPS"), the City of Scottsdale ("SCOTTSDALE"), an Arizona municipal corporation and Maricopa County ("COUNTY"), a political subdivision of the State of Arizona ("AZDPS," "SCOTTSDALE" and "COUNTY" shall collectively be referred to herein as the "Parties").

RECITALS

WHEREAS, COUNTY and AZDPS are parties to that certain Intergovernmental Agreement dated September 18, 2002 ("DPS IGA"). The purpose of the DPS IGA is to fulfill the need for the establishment of modern and reliable radio communication systems for AZDPS and COUNTY. The DPS IGA is hereby incorporated into this SSSA.

WHEREAS, COUNTY and AZDPS are parties to that certain Site-Specific Supplemental Agreement #2 ("DPS SSSA") dated November 7, 2007 through which COUNTY grants AZDPS permission to construct a communications tower on the County owned Thompson Peak Site (the "Site"). The DPS SSSA is hereby incorporated into this Agreement.

WHEREAS, COUNTY and SCOTTSDALE are parties to that certain Intergovernmental Agreement dated December 4, 2012 ("SCOTTSDALE IGA"). The purpose of the SCOTTSDALE IGA is to fulfill the need for the establishment of modern and reliable communication systems for SCOTTSDALE and COUNTY and to locate the needed communications systems on real property owned by COUNTY. The SCOTTSDALE IGA is hereby incorporated into this Agreement. This SSSA is entered into pursuant to the terms of the SCOTTSDALE IGA.

WHEREAS, SCOTTSDALE and AZDPS are parties to that certain Intergovernmental Agreement dated April 9, 2013 ("AZDPS/SCOTTSDALE IGA"). The purpose of the AZDPS/SCOTTSDALE IGA is to fulfill the need for the establishment of

modern and reliable radio communication systems for AZDPS and SCOTTSDALE. The AZDPS/SCOTTSDALE IGA is hereby incorporated into this SSSA.

WHEREAS, the Parties desire to enter into this SSSA to permit SCOTTSDALE to place its communications system and related equipment on the AZDPS tower and within the AZDPS equipment building on the County owned Thompson Peak Site.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties hereinafter set forth, it is hereby agreed as follows:

1. RECITALS. The Recitals, by this reference, shall be incorporated herein and are made a part of this SSSA.
2. CAPITALIZED TERMS: All capitalized terms, if not defined herein, shall have the same meanings ascribed to them in their respective IGA or SSSA.
3. COUNTY RESPONSIBILITIES:
 - a. Provide SCOTTSDALE ingress and egress to the Site for the installation, operation and maintenance of SCOTTSDALE'S Communications Systems and related equipment on the tower and building operated by AZDPS.
 - b. Except as provided for herein, provide SCOTTSDALE with space on COUNTY's tower and within COUNTY's equipment building for the following: 1) Three (3) omni/whip-style antennas and one (1) Yagi-style antenna; and 2) Equipment Building: electronics that support the SCADA telemetry system in the space equal to one standard 19 inch wide by 84 inches high rack.
 - c. The Parties hereby agree this SSSA does not give AZDPS or SCOTTSDALE the authority to enter into any other agreement with a third-party to construct a new communication tower or building or to add facilities, antennae, microwave dishes and/or any other type of equipment to an existing tower or building, without the formal written approval of the Maricopa County Board of Supervisors, such approval shall not be unreasonably withheld. The Parties further agree COUNTY shall be a party to any third-party agreement. If a third-party agreement is proposed, to ensure compatibility with existing users of the Thompson Peak site, frequency information of the third party shall be provided to the existing users prior to the approval and execution of the third-party agreement. This information will allow existing users to evaluate whether the proposed third-party use is compatible with existing equipment at the site.
 - d. NOTICE IS HEREBY PROVIDED and the Parties hereby agree that approval

of this SSSA by the Maricopa County Board of Supervisors does not constitute approval by Maricopa County of any permits or approvals that may be necessary. AZDPS and/or SCOTTSDALE shall be responsible and are required to obtain any and all necessary permits from the requisite federal, state or local jurisdiction(s).

- e. All work to be completed and all equipment to be purchased and installed pursuant to this SSSA shall be at no cost to COUNTY.

4. SCOTTSDALE RESPONSIBILITIES:

- a. SCOTTSDALE shall work cooperatively with AZDPS and COUNTY to install its Communications Systems on the DPS tower positioned on the County owned Thompson Peak site located in the McDowell Mountains.
- b. SCOTTSDALE shall ensure the operation and maintenance of its Communication Systems does not interfere with any other equipment on the Site.
- c. SCOTTSDALE shall pay its pro rata share of on-going utilities and site maintenance fees. The pro rata share shall be calculated based on the percentage of in-service 120 VAC circuits used by SCOTTSDALE equipment. This percentage shall be applied to the total monthly utilities and maintenance fees incurred to determine SCOTTSDALE'S share. These fees (utilities and site maintenance) constitute the extent of SCOTTSDALE'S ongoing fees unless other arrangements are negotiated and this SSSA is amended. In addition, SCOTTSDALE agrees to be a member of, and abide by the rules and regulations established by, the Thompson Peak Improvement Association including the payment of annual dues.
- d. SCOTTSDALE shall bear all equipment and installation costs for the Communication Systems to be installed pursuant to this SSSA or any amendment thereto.

5. AZDPS RESPONSIBILITIES:

- a. AZDPS shall work cooperatively with SCOTTSDALE and COUNTY in order for SCOTTSDALE to install its Communications Systems on the DPS tower.
- b. AZDPS shall manage and ensure the Site is maintained and kept in good working order.
- c. AZDPS shall provide SCOTTSDALE with sufficient floor space in its equipment building ("Building") to accommodate SCOTTSDALE'S equipment: one standard 19 inch wide by 84 inches high rack for the electronics that support the SCADA telemetry system, and one standard 19

inch wide by 84 inches high rack for the microwave equipment SCOTTSDALE'S equipment will be powered by a shared site battery backup system provided by AZDPS and located in the Building. In addition, AZDPS agrees to provide sufficient tower space to accommodate SCOTTSDALE'S antennas , including three (3) omni/whip-style antennas and one (1) Yagi-style antenna, and two (2) 6-foot diameter microwave dishes.

- d. AZDPS shall remain a member in good standing of the Thompson Peak Improvement Association.
6. CANCELLATION: The Parties agree that the term of this SSSA will be governed by the DPS IGA, the SCOTTSDALE IGA and the AZDPS/SCOTTSDALE IGA. Should the Parties decide to cancel this particular SSSA, then the cancellation shall follow the process defined in the respective IGA's.
7. ENTIRE AGREEMENT. This SSSA, together with any exhibits attached hereto and any agreements executed contemporaneously herewith, constitutes the entire agreement between the Parties and sets forth all of the covenants, promises, agreements, conditions and understandings between COUNTY, SCOTTSDALE and AZDPS, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between COUNTY, SCOTTSDALE and AZDPS other than as set forth herein. This SSSA shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this SSSA. This SSSA cannot be modified or changed except by a written instrument executed by COUNTY, SCOTTSDALE and AZDPS.

MARICOPA COUNTY	CITY OF SCOTTSDALE
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
TYPED NAME:	TYPED NAME: W.J. "Jim" Lane
TITLE: Chairman of the Board of Supervisors	TITLE: Mayor, City of SCOTTSDALE
DATE:	DATE:
ATTEST: Clerk of the Board	ATTEST: City Clerk
ARIZONA DEPARTMENT OF PUBLIC SAFETY	

AUTHORIZED SIGNATURE:	
TYPED NAME:	
TITLE: Director, Arizona Department of Public Safety	
DATE:	

The foregoing Agreement has been submitted to legal counsel for the County for review and approval. The undersigned attorney has determined that said agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Dated this _____ day of _____, 2013

By _____
Deputy County Attorney

The foregoing Agreement has been submitted to the City Attorney for the City of SCOTTSDALE. The City Attorney has determined that said agreement is in the proper form and is within the powers and authority granted under the laws of the State of Arizona.

Dated this 2nd day of August, 2013

By Clifford J. Frey
Bruce Washburn, City Attorney

By: Clifford J. Frey
Senior Assistant City Attorney